

RELEASE, INDEMNITY AND SETTLEMENT AGREEMENT

In consideration for the payment of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), on behalf of ACRES OF WILDLIFE CAMPGROUND, INC., Plaintiffs Paul and Renee, individually, and as parents and next friend of Plaintiffs Ariana and Raymond Messana ("Releasors") hereby for themselves, all Plaintiffs and their heirs, executors, administrators, and assigns, releases, acquits and forever discharge Acres of Wildlife Campground, Inc, Elaine Burnham, Michael Baptista, and their successors, assigns, agents, representatives, and employees ("Releasees"), of and from any and all actions, causes of actions, claims or demands from damages, costs, expenses, compensation, consequential damage or any other thing whatsoever, whether direct or indirect, and inclusive of all claims or demands for contribution, indemnity, or otherwise on account of, or in any way growing out of, all incidents, transactions, events, occurrences or operative facts set forth in "Complaint" filed in the action, Messana, et. al. v. Acres of Wildlife Campground, Inc., Docket No. 04-11913 MLW, U.S. District Court, District of Massachusetts.

Releasors hereby acknowledge and assume all risk that the said injuries or damages are not all of the damages they seek to recover their claim against any other person or entity aside from the Releasees, may be or become progressive, greater or more extensive than is now known, anticipated or expected. No promise or inducement which is not herein expressed has been made to said Releasors and in executing this Release, Releasors do not rely upon any statement or representation made by any of the Releasees concerning the nature, extent or duration of said damage or loss or the legal liability therefor.

It is understood that this settlement is the compromise of doubtful and disputed claims, and that the payments are not to be construed as admissions of liability on the part of the

persons, firms and corporations hereby released, by whom liability is expressly denied.

The Releasors agree that the terms of this Agreement will remain confidential, including the monetary terms of this Agreement, except by mutual agreement of the Defendant and the Releasors, pursuant to court order if necessary for future legal, medical, counseling or accounting services. The Releasors agree that the terms of this Release are confidential and Releasors acknowledge that the confidentiality provisions of this agreement are a material inducement for Releasees to enter into this agreement.

This Release, Indemnity and Settlement Agreement contains the entire agreement between the parties, and the terms of this Release, Indemnity and Settlement Agreement are contractual and not a mere recital.

IN WITNESS WHEREOF, the said Releasors having read the foregoing Release, Indemnity and Settlement Agreement, and knowing and understanding its contents, sign as her own free act and deed this 20th day of December, 2006.

CAUTION! READ BEFORE SIGNING

SEEN AND AGREED

/s/ John W. Collier
Witness

/s/ Paul Messana
Paul Messana, individually, and as parent
and next friend of Ariana Messana and
Raymond Messana

/s/ John W. Collier
Witness

/s/ Renee Messana
Renee Messana, individually, and as parent
and next friend of Ariana Messana and
Raymond Messana